

ASSISTANCE AGREEMENT

PAGE 1 OF 9 PAGES

1. AGREEMENT NO.

HAA003C00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

☐ GRANT☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Steven D. Shapiro
USDI, Bureau of Land Management
Oregon State Office, OR 952
Post Office Box 2965
Portland, Oregon 97208
503-952-6227

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Clackamas River Basin Council
Post Office Box 1869
Clackamas, Oregon 97015-1869

6. NAME ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Richard Prather
USDI, Bureau of Land Management
Salem District Office
1717 Fabry Road, SE
Salem, Oregon 97306
503-952-5683
315

7. NAME ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

Lowell Hana, Chair
Clackamas River Basin Council
Post Office Box 1869
Clackamas, Oregon 97015-1869

8. PROGRAM STATUTORY AUTHORITY

See Page 2, C. Authority

9. STARTING DATE

Date of Signature by AO

10. EFFECTIVE DATE

Date of Signature by AO

11. COMPLETION DATE

September 30, 2005

12. TYPE OF RECIPIENT (Check one)

- ☐ STATE
☐ LOCAL GOVERNMENT
☐ INDIAN TRIBAL GOVERNMENT
☐ EDUCATIONAL INSTITUTION
☐ INDIVIDUAL
☐ FOR-PROFIT ORGANIZATION
☒ NON-PROFIT ORGANIZATION
☐ OTHER (Specify) _____

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	\$ 20,300	\$ 4,000
Previous obligation	\$ _____	\$ _____
Total Obligation	\$ 0.00	\$ 0.00
Share Ratio	%	%

14. ACCOUNTING AND APPROPRIATION DATA

BLM contribution consists of materials previously purchased. There is no obligation of dollars.

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES.

FISH HABITAT AND WATER QUALITY

SEE CONTINUATION PAGES

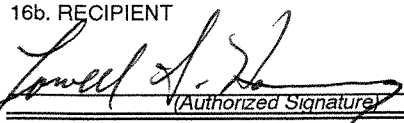
16a. NAME AND TITLE OF SIGNER (Type or print)

Lowell S. HANA CHAIR OF CRBC

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Steven D. Shapiro

16b. RECIPIENT


 (Authorized Signature)

16c. DATE SIGNED

3-4-00

17b. UNITED STATES OF AMERICA

 BY 
 (Signature of Assistance Officer)

17c. DATE SIGNED

2-10-00

ASSISTANCE AGREEMENT
between
Clackamas River Basin Council
and
The Bureau of Land Management
HAA003C00

I. Statement of Joint Objectives

A. Purpose

This Assistance Agreement is entered into by the United States Department of the Interior (USDI), Bureau of Land Management (BLM) and the Clackamas River Basin Council (CRBC), a non-profit organization, for the purpose of improving fish habitat and water quality in the Clackamas River Basin.

B. Objective

The objective is to: 1) provide a means of joint cooperation between the BLM and CRBC in order to improve fish habitat and water quality in the Clackamas River Basin and 2) provide for the transfer of funds and or materials from BLM to CRBC for project design, contract administration and project implementation activities associated with the restoration of the Clackamas River Basin.

C. Authority

1. For county (non-private) roads which were developed for harvesting timber - Federal Land Policy and Management Act of 1976 (Public Law 94-579), Sections 307(b) and 502(a) which respectively state, "the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands" and "is authorized to provide for the acquisition, construction and maintenance of roads within and near the public lands in locations and according to specifications which will permit maximum economy in harvesting timber from such lands tributary to such roads and at the same time meet the requirements for protection, development, and management of such lands..."
2. For private lands/roads - The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124), as amended (Public Law 105-277, Section 136), states, "appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, tribal, State, and local government, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit these resources on public lands within the watershed."

D. Benefits to the Public

This agreement will support a means of providing an effective cooperative working relationship between the BLM and CRBC, and combine technical expertise, funding and services toward the goal of restoring riverine habitats as well as associated up-slope processes to benefit native fishes and water quality. These types of cooperative relationships help to more effectively address water quality and fisheries concerns in areas with intermingled private and public land ownership and provides incentives for private involvement to resolve those concerns. This work also improves working relationships with partners involved in the effort.

E. Benefits to CRBC

Increased funding, working relationship and functional partnership in the accomplishment of watershed restoration work.

II. Definitions

- A. Assistance Officer (AO): means the BLM Assistance Officer.
- B. Assistance Representative (AR): means the BLM Assistance Representative.
- C. Bureau: means the Bureau of Land Management (BLM).
- D. CFR: means Code of Federal Regulations
- E. Assistance Agreement (AA): means this Assistance Agreement.
- F. Effective Date: means the date of the BLM's AO's signature on this agreement, or any modification thereto.
- G. Public lands: means any land and interest in land owned by the United States within the state of Oregon or any portion of the state of Oregon within a BLM district and administered by the Secretary of Interior through the BLM without regard to how the United States acquired ownership except:
 - 1. Lands located on the Outer Continental Shelf: and
 - 2. Lands held for the benefit of Indians, Aleuts, and Eskimos.

III. Project Management Plan

A. CRBC agrees to:

1. When available, provide for oversight, coordination and materials to accomplish approved restoration projects and secure land use agreements with private land owners .
2. Obtain permits and agreements as needed. Including the Land Use Agreements required by the Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment.
3. Coordinate with BLM in the allocations of resources and materials to accomplish restoration work.

B. The BLM agrees to:

1. Provide technical assistance to the partners
2. When requested, provide oversight for restoration work to assure compliance with technical standards
3. When available, provide resources and materials for restoration work.
4. Provide any payments to CRBC in accordance with Section V, Financial Support, and Section VI, Payments, of this Agreement and applicable OMB and Treasury Regulations.

IV. Terms of Agreement

This Agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect for one year, with four one-year renewal options, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

V. Financial Support

- A. In the event funds are obligated but not expended in one FY, those funds can be carried forward and expended in the subsequent FY.
- B. \$ 4,000 represents the estimated value of materials and support costs to be provided by the BLM under this agreement for FY2000. The BLM shall not be obligated to pay for nor shall the Contractor be obligated to perform any effort that will require the expenditure of federal funds above the NTE amount.

C. Anticipated support by the partners, including BLM, to this agreement for FY2000 is as follows:

BLM	Materials	\$ 4,000
Trout Unlimited	\$ and Labor-in-kind	\$ 1,300
SOLV	Labor-in-kind	\$ 500
Earth Conservation Corp		\$ 4,000
ODFW	Labor-in-kind	\$ 500
Or. Wildlife Heritage		\$ 8,500
Clark Skamania Flyfishers		\$ 400
CRBC	Labor-in-Kind	\$ 1250
SWCD	Conservation Planning	\$ 3600
Longview Fibre	Trees	\$ 250

D. Task Orders (TO)

1. This agreement shall be funded by issuance of Task Orders (TO) based on the availability of BLM funding. The CRBC hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
2. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.
3. TOs will specify the Not To Exceed (NTE) amounts. The BLM shall not be obligated to pay for nor shall CRBC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.
4. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.
5. Contents. A TO will contain:
 - a. The specifications or statement of work that will be performed under that specific TO.
 - b. A list of any deliverable items that are required.
 - c. Any necessary drawings and/or location maps.
 - d. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, weather, etc.
 - e. A NTE amount for the task.
 - f. Any other detail or information necessary.

VI. Payments

A. Electronic Funds Transfer Payments

1. Payment under this Agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).
2. After award, but no later than 14 days before an invoice or Agreement-financing request is submitted, the CRBC shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

3. If a designation has been submitted to the BLM under a previous agreement, it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.
4. Payments will be based on reviewed and approved invoices and made in arrears.

VII. Property Management and Disposition

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.931 through 12.937.

VIII. Deliverables and Reports

CBC shall submit one copy of a performance report to BLM's AR within 90 days after December 1, 2000. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

IX. Key Officials

A. Assistance Officer (AO)

Steven D. Shapiro, OR952
Bureau of Land Management
1515 S.W. 5th Avenue
Portland, OR 97201
(503)952-6227

B. Assistance Representative (AR)

Richard C. Prather, Manager Cascades Resource Area
Bureau of Land Management
1717 Fabry Rd SE
Salem, OR 97306
503-375-5683

C. Responsible Official for the Clackamas River Basin Council

Lowell Hana, Chair
Clackamas River Basin Council
P. O. Box 1869
Clackamas, OR 97015-1869

X. Special Terms and Conditions

A. Order of Precedence

Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications

This Agreement may be modified by written agreement signed by both a CRBC official, after approval by the Council, and the Assistance Officer. Administrative changes (e.g., AO name change) which do not change the project management plan, NTE amount, etc., or otherwise affect CRBC may be signed unilaterally by the AO.

C. Procurement Procedures

National policy is to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XI. General Provisions

- A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.
- B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.
- C. Federal Acquisition Regulation (FAR) at 48 CFR Part 31 is incorporated by reference.
- D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.
- E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.
- F. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- G. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 1998, Public Law 105-83, 111 Stat. 1590, be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

Recipient agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

- H. Grant/Cooperative Agreement Provision. Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriation Act, FY 1998, for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.